

# **EXHIBIT B**



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

**The Lincoln National Life  
Insurance Company**  
8801 Indian Hills Drive  
Omaha, NE 68114-4066  
toll free (800) 423-2765  
[www.LFG.com](http://www.LFG.com)

July 25, 2007

Deborah Lloyd  
Trump Casinos Resorts  
1000 Boardwalk at Virginia Avenue  
Atlantic City, NJ 08401

Re: Policy No. 000010031221 (STD)  
Group I.D. TRUMPCAS

Dear Deborah Lloyd:

Enclosed you will find Amendment No. 2 and a revised STD policy. We have changed the minimum hours to 16 and changed the Monthly Group STD rates to be based on \$100/of Monthly Covered Payroll, as requested. Changes have also been incorporated into your policy due to state compliance updates. This does not change the original intent of the policy/certificate. This amendment was effective March 1, 2004. However, please note that the minimum hours and rate change were effective October 1, 2003, the original effective date of the policy.

Also enclosed is an additional copy of Amendment No. 2. Please sign the original and the copy of the amendment. After they are signed, the original is for your records and the copy should be returned to us for our records. It is very important that we receive a signed copy. We have enclosed a self-addressed envelope for your convenience in returning this to us. If we do not receive it within 30 days, payment of the required premium will be considered acceptance of the amendment as issued.

Certificates are located our website, [www.jpfc.com](http://www.jpfc.com). A supply of printed certificates can also be requested from Client Services at the telephone number below.

If you have any questions on this change, please feel free to contact your broker or your Customer Service Representative at 800-423-2765. Thank you for giving The Lincoln National Life Insurance Company an opportunity to serve you.

Sincerely,

Group Protection  
The Lincoln National Life Insurance Company

Enclosures

cc: Orlando Regional Group Office  
John F. Barrett

AMENDMENT NO. 2

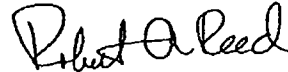
TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010031221

ISSUED TO: Trump Casinos Resorts

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated March 1, 2004.

The effective date of this amendment is March 1, 2004; but only with respect to losses incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

Jefferson Pilot Financial Insurance Company



\_\_\_\_\_  
Officer of the Company

Accepted by the Group Policyholder this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

GL1100 AMEND.



JEFFERSON PILOT  
FINANCIAL

Jefferson Pilot Financial Insurance Company  
8801 Indian Hills Drive, Omaha NE 68114-4066  
(800) 423-2765 A Stock Company

Group Policyholder:

Trump Casinos Resorts

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, Jefferson Pilot Financial Insurance Company agrees to make the payments provided in this Policy to the persons entitled to them.

The first premium for this Policy is due on its effective date. Subsequent premiums are due on November 1, 2003, and on the same day of each month after that. Policy anniversaries will be each October 1st; unless shown otherwise on the Premium Rate Schedule inside.

The provisions and conditions set forth on the following pages are a part of this Policy, as fully as if recited over the signatures below.

Jefferson Pilot Financial Insurance Company has executed this Policy at its Home Office in Omaha, Nebraska. The issue date of this Policy is October 1, 2003.

Chief Executive Officer

Secretary

**GROUP INSURANCE POLICY**  
No. 000010031221  
PROVIDING  
WEEKLY DISABILITY INCOME INSURANCE

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### **SCHEDULE OF INSURANCE**

The amount of an Insured Person's insurance is determined from the following table. The initial amount of coverage is the amount which applies to an Insured Person's Class on the date his or her coverage takes effect. An Insured Person may become eligible for increases in the amount of insurance in accord with the table. Any such increase will take effect on the latest of:

- (1) the first day of the Insurance Month which coincides with or follows the date on which the Insured Person becomes eligible for the increase; provided he or she is Actively at Work on that day;
- (2) the day the Insured Person resumes Active Work, if not Actively at Work on the day the increase would otherwise take effect; or
- (3) the day any required evidence of insurability is approved by the Company.

Any decrease will take effect on the day of the change; whether or not the Insured Person is Actively at Work.

### **CLASSIFICATION**

- |         |  |
|---------|--|
| Class 1 | All Regularly Scheduled Full-Time and Part-Time Employees Electing Plan 1 Benefits |
| Class 2 | All Regularly Scheduled Full-Time and Part-Time Employees Electing Plan 2 Benefits |

WAITING PERIOD: Six consecutive months of continuous Active Work (For date insurance begins, refer to "Effective Date" section)

## **SCHEDULE OF INSURANCE (CONTINUED)**

### **WEEKLY DISABILITY INCOME INSURANCE**

**Class 1:**

The higher of:

- (a) your previously elected amount under the prior plan; or
- (b) 30% of earnings for the first six months of benefit and 50% of earnings after six months through the 12th month

**MAXIMUM WEEKLY BENEFIT:** \$700

**MAXIMUM BENEFIT PERIOD:** 52 weeks

**DAY BENEFITS BEGIN:** 15th consecutive day of Disability due to accidental Injury; and  
15th consecutive day of Disability due to Sickness.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

The Maximum Weekly Disability Benefit will not exceed the Benefit Percentage times Basic Weekly Earnings. **Basic Weekly Earnings** means 1/52 of the Insured Person's annual gross earnings from the Group Policyholder for the calendar year just prior to the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It is figured from the income box on the Insured Person's W-2 form, which reports wages, tips and other compensation from the Group Policyholder for federal income tax purposes. It includes the Insured Person's income before taxes and any deductions for pre-tax contributions to a Section 125 Plan, flexible spending account, Section 401K Plan or qualified deferred compensation plan. It does not include:

- 1. any Group Policyholder contributions to a deferred compensation plan;
- 2. income received from any car, housing or moving allowance; or
- 3. income from a source other than the Group Policyholder.

It will not exceed the amount shown in the Group Policyholder's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by this Policy; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Schedule of Insurance.) For an Insured Person who did not receive a W-2 form from the Group Policyholder prior to the Determination Date, it is figured by averaging the weekly gross earnings received during the actual period of employment, as shown in the Group Policyholder's financial records.

The Maximum Benefit Period for Weekly Disability Income Benefits will be reduced by 50% when an Insured Person attains age 70. Weekly Disability Income Insurance will terminate when an Insured Person retires.

The Minimum Weekly Disability Benefit is 10% of the Insured Person's Weekly Total Disability Benefit.

The PRE-EXISTING CONDITION LIMITATION as noted on Page GL 1101-15A NJ will not apply to a Person who was insured by the Group Policyholder's prior group disability income insurance on its termination date.

The OTHER INCOME BENEFITS as noted under the WEEKLY DISABILITY INCOME INSURANCE section on page GL1101-15A NJ is not applicable and does not apply for purposes of offsetting.

## SCHEDULE OF INSURANCE (CONTINUED)

### WEEKLY DISABILITY INCOME INSURANCE

Class 2:

The higher of:

- (a) your previously elected amount under the prior plan; or
- (b) 30% of earnings for the first six months of benefit and 50% of earnings after six months through the 12th month

MAXIMUM WEEKLY BENEFIT: \$700

MAXIMUM BENEFIT PERIOD: 52 weeks

DAY BENEFITS BEGIN: 31st consecutive day of Disability due to accidental Injury; and  
31st consecutive day of Disability due to Sickness.

The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof.

The Maximum Weekly Disability Benefit will not exceed the Benefit Percentage times Basic Weekly Earnings. **Basic Weekly Earnings** means 1/52 of the Insured Person's annual gross earnings from the Group Policyholder for the calendar year just prior to the Determination Date. The "**Determination Date**" is the last day worked just prior to the date the Disability begins.

It is figured from the income box on the Insured Person's W-2 form, which reports wages, tips and other compensation from the Group Policyholder for federal income tax purposes. It includes the Insured Person's income before taxes and any deductions for pre-tax contributions to a Section 125 Plan, flexible spending account, Section 401K Plan or qualified deferred compensation plan. It does not include:

1. any Group Policyholder contributions to a deferred compensation plan;
2. income received from any car, housing or moving allowance; or
3. income from a source other than the Group Policyholder.

It will not exceed the amount shown in the Group Policyholder's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by this Policy; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Schedule of Insurance.) For an Insured Person who did not receive a W-2 form from the Group Policyholder prior to the Determination Date, it is figured by averaging the weekly gross earnings received during the actual period of employment, as shown in the Group Policyholder's financial records.

The Maximum Benefit Period for Weekly Disability Income Benefits will be reduced by 50% when an Insured Person attains age 70. Weekly Disability Income Insurance will terminate when an Insured Person retires.

The Minimum Weekly Disability Benefit is 10% of the Insured Person's Weekly Total Disability Benefit.

This Policy does not replace or provide benefits required by Workers' Compensation laws or any state disability insurance plan laws.

Insured Persons are required to make contributions for Weekly Disability Income Insurance.

If any evidence of insurability is required, it will be provided at the Person's own expense.

The PRE-EXISTING CONDITION LIMITATION as noted on Page GL 1101-15A NJ will not apply to a Person who was insured by the Group Policyholder's prior group disability income insurance on its termination date.

The OTHER INCOME BENEFITS as noted under the WEEKLY DISABILITY INCOME INSURANCE section on page GL1101-15A NJ is not applicable and does not apply for purposes of offsetting.



## DEFINITIONS

**ACTIVE WORK or ACTIVELY AT WORK** means an employee's full-time performance of all customary duties of his or her occupation at:

- (1) the GROUP POLICYHOLDER'S place of business; or
- (2) any other business location where the employee is required to travel.

Unless disabled on the prior workday or on the day of absence, an employee will be considered Actively at Work on the following days:

- (1) a Saturday, Sunday or holiday which is not a scheduled workday;
- (2) a paid vacation day, or other scheduled or unscheduled non-workday; or
- (3) an excused or emergency leave of absence (except a medical leave).

**COMPANY** means Jefferson Pilot Financial Insurance Company, a Nebraska corporation, whose Home Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

**DAY OR DATE** means at 12:01 A.M., Standard Time, at the GROUP POLICYHOLDER'S place of business; when used with regard to eligibility dates and effective dates. It means 12:00 midnight, Standard Time, at the same place; when used with regard to termination dates.

**FULL-TIME EMPLOYEE** means an employee of the GROUP POLICYHOLDER:

- (1) whose employment with the GROUP POLICYHOLDER is the employee's principal occupation;
- (2) who is not a temporary or seasonal employee; and
- (3) who is regularly scheduled to work at such occupation at least 16 hours each week. (Eff. 10/1/03)

**GROUP POLICYHOLDER** means the person, partnership, corporation, or trust as shown on the Title Page of this Policy.

**INSURANCE MONTH** means that period of time:

- (1) beginning at 12:01 A.M. Standard Time, at the GROUP POLICYHOLDER'S place of business on the first day of any calendar month; and
- (2) ending at 12:00 midnight on the last day of the same calendar month.

**INSURED PERSON** means a PERSON for whom the coverages provided by this Policy are in effect.

**PERSON** means a FULL-TIME EMPLOYEE or REGULAR PART-TIME EMPLOYEE of the GROUP POLICYHOLDER:

- (1) who is a member of an employee class which is eligible for coverage under this Policy; and
- (2) who has completed an enrollment form.

**PERSONAL INSURANCE** means the insurance provided by this Policy on Insured Persons.

**PHYSICIAN** means a licensed practitioner of the healing arts other than the Insured Person or a relative of the Insured Person.

**POLICY** means this Group Insurance Policy issued by the Company to the Group Policyholder.

**REGULAR PART-TIME EMPLOYEE** means an employee of the GROUP POLICYHOLDER who is regularly scheduled to work at least 0 hours each week.

## GENERAL PROVISIONS

**ENTIRE CONTRACT.** The entire contract between the parties consists of:

- (1) this Policy and the Group Policyholder's application (a copy is attached); and
- (2) the Insured Persons' enrollment cards, if any.

All statements made by the Group Policyholder and by Insured Persons are representations and not warranties. No statement made by an Insured Person will be used to contest the coverage provided by this Policy unless a copy of the statement has been furnished to such Insured Person.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made by:

- (1) an endorsement to the Policy signed by an Officer of the Company; or
- (2) an amendment to the Policy signed by an Officer of the Company and the Group Policyholder.

Any change so made will be binding on all persons referred to in this Policy. No agent has the authority to change the Policy nor waive any of its provisions.

**INCONTESTABILITY.** A statement made by an Insured Person relating to his or her insurability may be used to contest the validity of his or her coverage under this Policy only if:

- (1) the insurance has been in force for less than two years during that Insured Person's lifetime prior to such contest; and
- (2) the statement is contained in a written instrument signed by the Insured Person.

Except for the non-payment of premiums, the Company may not contest the validity of this Policy after it has been in force for two years from its date of issue. This clause will not affect the Company's right to contest claims made for disability, accidental death, or accidental dismemberment benefits.

**NONPARTICIPATION.** This Policy will not be entitled to share in the surplus earnings of the Company.

**BASIS OF RESERVE.** The reserve for this Policy will not be less than the reserve computed using:

- (1) the 1970 Intercompany Group Life Disability Valuation Table; and
- (2) interest at not less than three percent per annum.

**INFORMATION TO BE FURNISHED.** The Group Policyholder may be required to furnish any information needed to administer this Policy. Clerical error by the Group Policyholder will not:

- (1) affect the amount of insurance which would otherwise be in effect; or
- (2) continue insurance which otherwise would be terminated.

Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Group Policyholder's records which relate to this Policy.

**MISSTATEMENT OF AGE.** If an Insured Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of benefit depends upon age; then the benefit will be that which would have been payable, based upon the person's correct age.

**CERTIFICATES.** The Group Policyholder will be furnished with individual Certificates for delivery to each Insured Person. These certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

**CONFORMITY WITH STATE STATUTES.** If any provision of this Policy conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

**WORKER'S COMPENSATION.** This Policy is not to be construed to provide benefits required by Worker's Compensation laws.

## **ELIGIBILITY AND EFFECTIVE DATES FOR PERSONAL INSURANCE**

**ELIGIBILITY.** A Person becomes eligible for the coverage provided by this Policy on the later of:

- (1) the Policy's date of issue; or
- (2) the date the Waiting Period is completed.

**WAITING PERIOD.** (See Schedule of Insurance).

**EFFECTIVE DATE.** Personal Insurance becomes effective on the latest of:

- (1) the June 1st or January 1st after six consecutive months of employment;
- (2) the date the Person resumes Active Work, if not Actively at Work on the day he or she becomes eligible;
- (3) the date the Person makes written application for Personal Insurance; and signs:
  - (a) a payroll deduction order, if Insured Persons pay any part of the Policy premium; or
  - (b) an order to pay premiums from the Person's Section 125 Plan account, if Employer contributions are made through a Section 125 Plan; or
- (4) the date the Company approves the Person's coverage, if evidence of insurability is required.

**EVIDENCE OF INSURABILITY.** Evidence of insurability satisfactory to the Company must be submitted when:

- (1) a Person makes written application for Personal Insurance more than 31 days after becoming eligible for the coverage; or
- (2) a Person makes written application for Personal Insurance after he or she has requested:
  - (a) to cancel Personal Insurance;
  - (b) to stop payroll deductions for the coverage; or
  - (c) to stop premium payments from the Section 125 Plan account.

**EXCEPTIONS.** If an Insured Person's coverage terminates due to an approved leave of absence or military leave, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within six months after the leave begins;
- (2) the Person applies or is enrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

If an Insured Person's coverage terminates due to a lay-off, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person returns within 12 months after the date the lay-off begins;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

If an Insured Person's coverage terminates because his or her employment ends, the Company will waive any Waiting Period or evidence of insurability requirement upon his or her return; provided:

- (1) the Person is rehired within 12 months after employment terminated;
- (2) the Person applies or is reenrolled within 31 days after resuming Active Work; and
- (3) the reinstated amount of insurance does not exceed the amount which terminated.

Reinstatement will take effect on the date the Insured Person returns to Active Work.

### INDIVIDUAL TERMINATIONS

An Insured Person's coverage will terminate on the earliest of:

- (1) the date this Policy terminates;
- (2) the last day of the Insurance Month in which the Insured Person requests termination;
- (3) the last day of the last Insurance Month for which premium payment is made on the Insured Person's behalf;
- (4) the date the Insured Person ceases to be in a class of employees which is eligible for coverage under this Policy;
- (5) with respect to any particular insurance benefit, the date the portion of the Policy providing that benefit terminates;
- (6) the date on which the Insured Person's employment with the Group Policyholder or Participating Employer terminates; or
- (7) the date the Insured Person enters the armed services of any state or country on active duty; except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Person sends proof of military service, the Company will refund any unearned premium.)

Ceasing Active Work results in termination of insurance; but coverage may be continued as follows:

- (1) If the Insured Person is disabled due to illness or injury, then coverage may be continued:
  - (a) until the Person is no longer disabled;
  - (b) provided premium payments are made on his or her behalf.
- (2) If the Insured Person ceases work due to a temporary lay off, an approved leave of absence, or a military leave; then coverage may be continued:
  - (a) for three Insurance Months after the lay off or leave begins;
  - (b) provided premium payments are made on his or her behalf.

TERMINATION OF AN INSURED PERSON'S COVERAGE DURING A DISABILITY WILL HAVE NO EFFECT ON BENEFITS PAYABLE FOR THAT DISABILITY.

## PREMIUMS AND PREMIUM RATES

**PAYMENT OF PREMIUMS.** No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Home Office. The premium must be paid in U.S. dollars.

**PREMIUM RATE CHANGE.** The Company may change any premium rate on any of the following dates:

- (1) the date this Policy's terms are changed;
- (2) the date the Company's liability is changed due to a change in federal, state or local law;
- (3) the date the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, or is added to or removed from this Policy;
- (4) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (5) on any premium due date on or after this Policy's first anniversary, or any later Rate Guarantee Date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 31 days' advance written notice of any increase in premium rates.

**PREMIUM AMOUNT.** The amount of premium due on each due date will be the sum of the products obtained by multiplying each rate shown in the Premium Rate Schedule by the amount of insurance to which the rate applies.

Premium adjustments will not be pro-rated daily. Instead, premium will be adjusted as follows.

- (1) When an Insured Person's insurance or increase takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
- (2) When all or part of an Insured Person's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
- (3) When premiums are paid other than monthly, increases or decreases will result in adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend coverage beyond a date it would have otherwise terminated. Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the refund will be limited to the prior 12-month period.

### PREMIUM RATE SCHEDULE

#### Monthly Weekly Disability Income Rate

Class 1 & 2: 15/15 (Option 1)  
Insured Employee's  
Attained Age

Monthly Rate per  
\$100 of Monthly Covered Payroll

15 - 39	\$1.37
40 - 54	1.64
55 and over	2.25

Class 1 & 2: 30/30 (Option 2)  
Insured Employee's  
Attained Age

Monthly Rate per  
\$100 of Monthly Covered Payroll

15 - 39	\$.82
40 - 54	1.05
55 and over	1.60

### **GRACE PERIOD**

A grace period of 31 days from the due date will be allowed for the payment of each premium after the first. The Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

### **POLICY TERMINATION**

**TERMINATION BY THE COMPANY.** To terminate this Policy, the Company must give the Group Policyholder at least 31 days' advance written notice of its intent to do so. Until the premium rate has been in effect for at least 12 months, the Company can terminate coverage only if:

- (1) the total number of Insured Persons is less than ten;
- (2) all of the premium is paid by the Group Policyholder and less than 100% of those eligible for coverage are insured;
- (3) part of the premium is paid by Insured Persons and less than 75% of those eligible for coverage are insured;
- (4) the Group Policyholder, without good cause:
  - (a) fails to promptly furnish any information the Company reasonably requires; or
  - (b) fails to perform its duties pertaining to this Policy in good faith;
- (5) the Company's liability is changed as a result of any change in federal, state or local law which affects this Policy;
- (6) the Group Policyholder (or any covered division, subsidiary or affiliated company) relocates, dissolves or merges, or is added to or removed from this Policy;
- (7) any coverage for one, or more classes ceases to be provided under this Policy; or
- (8) the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if earlier.

After the premium rate has been in effect for at least 12 months, the Company can terminate coverage on any premium due date, by giving 31 days' advance written notice. Such termination may be with respect to this Policy as a whole, to any coverage(s) provided under it, or to any class of Insured Persons under it.

**TERMINATION BY GROUP POLICYHOLDER.** The Group Policyholder may terminate this Policy at any time, by giving the Company advance written notice. Coverage will then terminate:

- (1) on the date the Company receives the notice; or
- (2) any later date the Group Policyholder and the Company have agreed upon.

The Group Policyholder remains responsible for the payment of premiums to the date of termination.

**AUTOMATIC TERMINATION.** If any premium remains unpaid at the end of the Grace Period; then this Policy will automatically terminate, without any action on the Company's part, on the last day of the Grace Period.

**EFFECT ON INCURRED CLAIMS.** Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.



## **CLAIMS PROCEDURES FOR WEEKLY DISABILITY INCOME BENEFITS**

**NOTICE OF CLAIM.** Written notice of claim must be given within 20 days after the loss occurs. The notice must be sent to the Company's Home Office. It should include:

- (1) the Insured Person's name and address; and
- (2) the number of this Policy.

If it is not reasonably possible to give notice in the time required, the claim will not be reduced or denied solely for this reason; provided notice is given as soon as it is reasonably possible.

**CLAIM FORMS.** When notice of claim is received, the Company will send claim forms to you. If claim forms are not received within 15 days; then the Insured Person may send the Company written proof of Disability in a letter stating the date the Disability started, its cause and degree. The Company will periodically send you additional claim forms.

**PROOF OF CLAIM.** The Company must be given written proof of claim within 90 days after the Day Benefits Begin. If it was not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason; provided the proof is filed as soon as reasonably possible. In any event, proof of claim must be given no later than one year from such time. These time limits will not apply while the Insured Person lacks legal capacity, however.

Proof of claim must be provided at the Insured Person's own expense. It must show the date the Disability started, its cause and degree. It must show any restrictions on performing the duties of the Insured Person's regular occupation. Documentation must include:

- (1) completed statements by the Insured Person, the Employer and the attending Physician;
- (2) a signed authorization for the Company to obtain more information; and
- (3) any other items the Company may reasonably require in support of the claim.

Proof of continued Disability and regular care of a Physician must be given to the Company, upon request.

**EXAM OR AUTOPSY.** At anytime while a claim is pending, the Company may:

- (1) have the Insured Person examined by a Physician, specialist or vocational rehabilitation expert of the Company's choice, as often as reasonably required; and
- (2) deny or suspend benefits if the Insured Person fails to attend an exam, without good cause; or fails to cooperate with the examiner.

In case of death, the Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

**TIME OF PAYMENT OF CLAIMS.** When the Company receives proof of claim, disability income benefits payable under this Policy will be paid bi-weekly, during any period for which the Company is liable. Payment will be made within 60 days after the Company receives acceptable proof of claim. If benefits are due for less than a week, they will be paid on a prorata basis. The daily rate will equal 1/7 of the weekly benefit. Any balance which remains unpaid at the end of the period of liability will be paid within 60 days after the Company receives acceptable proof of claim.

**TO WHOM PAYABLE.** All disability income benefits are payable to the Insured Person, while living. After his or her death, such benefits will be payable to the Insured Person's estate, or in accord with the Facility of Payment provision.

**NOTICE OF DELAYED OR CONTESTED CLAIM.** If the Company receives written proof of claim, but lacks enough information to determine liability or contests any part of the claim; then the Company will send the Insured Person a written delay notice. The notice will be sent within 45 days after receiving the claim. It will:

- (1) list any information the Company reasonably requires to determine liability; and
- (2) identify any contested part of the claim and state the reasons.

Any uncontested part of the claim will be paid within 60 days after the Company receives acceptable proof of claim, however.

## CLAIMS PROCEDURES - CONTINUED

**INTEREST ON LATE CLAIM PAYMENTS.** Any claim payment which is not made on time will accrue simple interest, at the rate of 10 percent per year. Interest will accrue from:

- (1) the 61st day after the Company receives a complete and uncontested claim; or
- (2) the 91st day after the Company receives the additional information needed to determine liability under an incomplete or contested claim.

**NOTICE OF CLAIM DECISION.** Within 90 days after receiving written proof of claim and enough information to determine liability, the Company will send the Insured Person a written notice of their claim decision. If the Company denies any part of the claim, the written notice will:

- (1) explain the reason for the denial under the terms of this Policy; and
- (2) inform the Insured Person of the right to a review of the Company's decision.

If the Insured Person does not receive a written decision within 90 days after the Company receives the claim; then he or she has a right to an immediate review, as if the claim was denied.

**REVIEW PROCEDURE.** Within 60 days after receiving a denial notice, the Insured Person may request a claim review by sending the Company a written request, along with any written comments or other items to support the claim. He or she may review certain non-privileged information relating to the request for review.

The Company will review the claim and send the Insured Person a written notice of their decision within 60 days after receiving the request for review; or within 90 days, if special circumstances require an extension. The notice will state the reasons for the Company's decision under the terms of this Policy.

**RIGHT OF RECOVERY.** If benefits have been overpaid on any claim, full reimbursement to the Company is required within 60 days. If reimbursement is not made, the Company has the right to:

- (1) reduce future benefits until full reimbursement is made; and
- (2) recover such overpayments from the Insured Person, or his or her estate.

Such reimbursement is required whether the overpayment is due to fraud, the Company's error in processing a claim, the Insured Person's receipt of Other Income Benefits, or any other reason.

**LEGAL ACTIONS.** No legal action to recover any benefits may be brought until 60 days after the required written proof of claim has been given. No legal action may be brought more than three years after written proof of claim is required to be given.

**COMPANY'S DISCRETIONARY AUTHORITY.** Except for those functions which this Policy specifically reserves to the Group Policyholder or Employer, the Company has the authority to manage this Policy, to administer claims, to interpret Policy provisions, and to resolve questions arising under this Policy. The Company's authority includes (but is not limited to) the right to:

- (1) establish and enforce procedures for administering this Policy and claims under it;
- (2) determine Employees' eligibility for insurance and entitlement to benefits;
- (3) determine what information the Company reasonably requires to make such decisions; and
- (4) resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's right to request a state insurance department review or to bring legal action.



### WEEKLY DISABILITY INCOME INSURANCE

**TOTAL DISABILITY BENEFIT.** The Company will pay a Weekly Total Disability Benefit for each week the Total Disability continues, if the Insured Person:

- (1) becomes Totally Disabled while insured for this benefit;
- (2) is under the regular care of a Physician; and
- (3) at his or her own expense, submits proof of continued Total Disability and Physician's care to the Company upon request.

Benefits start on the Day Benefits Begin, and end on the earliest of:

- (1) the date the Insured Person ceases to be Totally Disabled or dies;
- (2) the date the Maximum Benefit Period ends;
- (3) the date the Insured Person is able, but chooses not to engage in Partial Disability Employment in his or her regular occupation;
- (4) the date the Insured Person fails to take a required medical exam, without good cause; or
- (5) the 60th day after the Company requests additional proof, if not given.

Proportional benefits will be paid for a partial week of Total Disability.

The amount of the Weekly Total Disability Benefit equals:

- (1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits and earnings from any form of employment (except employment with a firm other than the Group Policyholder, that existed prior to the Disability).

It will not be less than the Minimum Weekly Benefit or \$25, whichever is more.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, Minimum Weekly Benefit and definition of Basic Weekly Earnings are shown in the Schedule of Insurance.

**PARTIAL DISABILITY BENEFIT.** The Company will pay the Weekly Partial Disability Benefit, if the Insured Person:

- (1) becomes Partially Disabled while insured for this benefit;
- (2) is engaged in Partial Disability Employment;
- (3) is earning at least 20% of Basic Weekly Earnings when Partial Disability Employment begins;
- (4) is under the regular care of a Physician; and
- (5) at his or her own expense, submits proof of continued Partial Disability, Physician's care and reduced earnings to the Company upon request.

The Insured Person does not have to be Totally Disabled prior to receiving Weekly Partial Disability Benefits. The Day Benefits Begin may be reached by days of Total Disability, Partial Disability, or any combination thereof. Proportional benefits will be paid for a partial week of Partial Disability.

Benefits start on the Day Benefits Begin, and end on the earliest of:

- (1) the date the Insured Person ceases to be Partially Disabled or dies;
- (2) the date the Maximum Benefit Period ends;
- (3) the date the Insured Person earns more than 99% of Basic Weekly Earnings from the Group Policyholder and any other employment secured during that period of Disability\*;
- (4) the date the Insured Person is able, but chooses not to:
  - (a) engage in Partial Disability Employment; or
  - (b) work full-time in his or her regular occupation;
- (5) the date the Insured Person fails to take a required medical exam, without good cause; or
- (6) the 60th day after the Company requests additional proof, if not given.

\*If the Insured Person's earnings from Partial Disability Employment fluctuate, the Company has the option to average the most recent three weeks' earnings and continue the claim; provided that average does not exceed the percentage of Basic Weekly Earnings allowed above. A Weekly Benefit will not be payable for any week during which earnings exceeded that percentage, however.

The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- (A) (1) the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
- (2) Other Income Benefits, except for earnings the Insured Person receives from Partial Disability Employment.

The amount determined under this part A will not be less than the Minimum Weekly Benefit or \$25, whichever is more.

- (B) the Insured Person's Basic Weekly Earnings minus Other Income Benefits.

The Day Benefits Begin, Maximum Benefit Period, Benefit Percentage, Maximum Weekly Benefit, Minimum Weekly Benefit and definition of Basic Weekly Earnings are shown in the Schedule of Insurance.

**SUCCEEDING PERIODS OF DISABILITY.** Two or more periods of Disability will be treated as one period of Disability, unless:

- (1) the Insured Person returns to Active Work on a full-time basis for at least two weeks in a row between periods of Disability; or
- (2) the succeeding period of Disability is due to a Sickness or Injury unrelated to the cause of the prior period of Disability for which benefits were payable.

**EXCLUSIONS.** Weekly Income Benefits will not be payable for any period of Disability:

- (1) which is the result of an intentionally self-inflicted Injury or suicide attempt;
- (2) during which the Insured Person is not under the regular care of a Physician;
- (3) which is the result of a Sickness or Injury covered by Worker's Compensation law, occupational disease law or any other law of like intent;
- (4) which is due to a Sickness or Injury sustained in the course of any employment for wage or profit, by an Insured Person who is not insured under Worker's Compensation, occupational disease law, or any other law of like intent;
- (5) during which the Insured Person receives payment under a salary continuance or Retirement Plan sponsored by the Group Policyholder; or
- (6) which is the result of war (declared or undeclared) or any act of war.

**PRE-EXISTING CONDITION LIMITATION.** The Policy will not cover any period of Disability:

- (1) which is caused or contributed to by, or results from a Pre-Existing Condition; and
- (2) which begins in the first 6 months after the Insured Person's Effective Date.

This limitation will not apply to an Insured Person who:

- (1) was insured under a prior group policy with the Company, just prior to becoming insured under this Policy; and
- (2) received benefits under the prior group policy for the same condition causing the Disability claim under this Policy.

**ASSIGNMENT.** Weekly Income Benefits may not be assigned.

**DEFINITIONS.**

"Disability" means Total Disability or Partial Disability.

"Full-Time" means the average number of hours the Insured Person was regularly scheduled to work, at his or her regular occupation, during the week just prior to:

- (1) the Day Benefits Begin; or
- (2) the date an approved leave of absence begins, if Disability begins while the Insured Person is continuing coverage during a leave of absence.

"Injury" means bodily Injury which results directly from an accident, independently of all other causes. In determining Weekly Disability Income Benefits, a Disability will be considered due to a Sickness if:

- (1) the Disability begins more than 60 days after the Injury; or
- (2) the Injury occurred before the Insured Person's Effective Date under this Policy.

The term "Injury" shall not include any:

- (1) condition to which a Sickness, its natural progression or its treatment is a substantial contributing cause (based upon the preponderance of medical evidence);
- (2) condition caused by emotional stress or trauma; infection (except pyogenic bacterial infection of an Injury); or medical or surgical treatment (except when needed solely for an Injury);
- (3) repetitive trauma condition which results from repetitious, physically traumatic activities that occur over time; or
- (4) pregnancy; except for complications that result from an Injury.

"Main Duties" or "Material and Substantial Duties" means those job duties which:

- (1) are normally required to perform the Insured Person's regular occupation; and
- (2) cannot reasonably be modified or omitted.

It includes those main duties as performed in the general workforce; not as performed for a certain firm or at a certain work site.

"Other Income Benefits" means those benefits shown below:

- (1) Any disability income benefits for which the Insured Person is eligible under:
  - (a) any compulsory benefit act or law; or
  - (b) any governmental retirement system as a result of the Insured Person's job with the Group Policyholder.
- (2) Any disability benefits or retirement benefits the Insured Person receives under a Retirement Plan due to employment with the Group Policyholder (but not any part funded by employee contributions).
- (3) Benefits under the Social Security Act (or any similar plan or act) including:
  - (a) disability or unreduced retirement benefits for which the Insured Person is eligible; or disability benefits for which his or her spouse or children are eligible because of the Insured Person's eligibility for unreduced retirement benefits; or
  - (b) reduced retirement benefits received by the Insured Person.Family Social Security benefits will be offset only when the dependent resides with or is legally entitled to support from the Insured Person.

After the first deduction for each of the Other Income Benefits, the Weekly Total Disability Benefit will not be further reduced due to any cost-of-living increases under these Other Income Benefits (except for increases in earnings from any form of employment). Other Income Benefits paid in a lump sum will be prorated on a weekly basis over the time period for which the sum is given; or over the time the Company expects the Insured Person to live, if no time period is stated.

"Partial Disability" means that, due to Sickness or Injury, the Insured Person is:

- (1) unable to perform one or more of the main duties of his or her regular occupation; or
- (2) unable to perform such duties on a full-time basis;

and is engaged in Partial Disability Employment.

"Partial Disability Employment" means the Insured Person is working at his or her own or any other occupation; but, because of a Partial Disability, he or she:

- (1) is working reduced hours, is producing less, has one or more main job duties reassigned, or is in a lower-paid occupation; and
- (2) is earning at least 20% but not more than 99% of Basic Weekly Earnings.

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Person received treatment within 3 months prior to his or her Effective Date. Treatment includes a Physician's consultation, care and services; diagnostic measures; and the prescription, refill or taking of prescribed drugs or medicines.

"Regular Care of a Physician" means the Insured Person:

- (1) personally visits a Physician, whose license and any specialty qualify him or her to provide medically appropriate treatment for the Insured Person's disabling condition;
- (2) is treated as often as medically required, according to standard medical practice, to effectively manage and treat the disabling condition; and
- (3) receives medically appropriate treatment. Such treatment must be consistent with the disabling condition; and it must be rendered according to generally accepted, professionally recognized standards of medical practice.

"Regular Occupation" or "Own Occupation" means the occupation, trade or profession:

- (1) in which the Insured Person was employed with the Group Policyholder prior to Disability; and
- (2) which was his or her primary source of earned income prior to Disability.

It includes any work in the same occupation for pay or profit; whether such work is with the Group Policyholder, with some other firm or on a self-employed basis. It includes the main duties of that occupation as performed in the general workforce; not as performed for a certain firm or at a certain work site.

"Retirement Plan" means a defined benefit or defined contribution plan, which provides retirement benefits to Insured Persons and is not funded wholly by Employee contributions. The term includes the Group Policyholder's Retirement Plan; and a plan under any governmental or association retirement system, for which the Employee is eligible as a result of employment with the Employer. It does not include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation.

"Sickness" means illness or disease. It includes pregnancy and its complications.

"Total Disability" means the Insured Person's inability, due to Sickness or Injury, to perform each of the main duties of his or her regular occupation. A person engaging in any employment for wage or profit is not Totally Disabled. The loss of a professional license, an occupational license or certification, or a driver's license for any reason does not, by itself, constitute Total Disability.

AMENDMENT TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010031221

ISSUED TO: Trump Casinos Resorts

The Policy is amended by the addition of the following provisions.

**PRIOR INSURANCE CREDIT UPON TRANSFER OF  
DISABILITY INCOME INSURANCE CARRIERS**

This provision prevents loss of disability income coverage for an Insured Person, which could otherwise occur solely because of a transfer of insurance carriers. This Policy will provide the following Prior Insurance Credit, when it replaces a prior plan.

"Prior Plan" means a prior carrier's group disability income policy, which this Policy replaced within 1 day of the prior plan's termination date.

**FAILURE TO SATISFY ACTIVE WORK RULE.** Subject to premium payments, this Policy will provide disability income coverage to a Person who:

- (1) was insured by the prior plan on its termination date; and
- (2) was otherwise eligible under this Policy; but was not Actively-At-Work due to Injury or Sickness on its Effective Date.

**AMOUNT OF COVERAGE.** Until the Person satisfies this Policy's Active Work rule, his or her disability income coverage will not exceed that provided by the prior plan, had it remained in force. The Company will pay:

- (1) the benefit the prior plan would have paid; minus
- (2) any amount for which the prior carrier is liable.

**DISABILITY DUE TO A PRE-EXISTING CONDITION.** Benefits may be payable for a period of disability due to a Pre-Existing Condition for an Insured Person who:

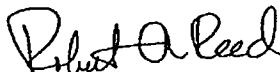
- (1) was insured by the prior plan on its termination date; and
- (2) was Actively-At-Work and became insured under this Policy on its Effective Date.

The benefits will be determined as follows:

- A. The Company will apply this Policy's Pre-Existing Condition Limitation. If the Insured Person qualifies for benefits, he or she will be paid according to this Policy's benefit schedule.
- B. If the Insured Person cannot satisfy this Policy's Pre-Existing Condition Limitation; then the prior plan's pre-existing condition limitation will be applied, as follows:
  - (1) If the Insured Person satisfies the prior plan's pre-existing condition limitation, giving consideration towards continuous time insured under both policies; then benefits will be paid according to the prior plan's benefit schedule.
  - (2) If the Insured Person cannot satisfy the Pre-Existing Condition Limitation of this Policy, or that of the prior plan; then no benefit will be paid.

This Amendment takes effect on the effective date of coverage under this Policy. In all other respects, this Policy remains the same.

Jefferson Pilot Financial Insurance Company



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Officer of the Company



**NOTICE  
NEW JERSEY LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT**

Residents of New Jersey who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the New Jersey Life and Health Insurance Guaranty Association.

The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force.

The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**The New Jersey Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in New Jersey. You should not rely on coverage by the New Jersey Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.**

**Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer, or for which you have assumed the risk (such as a variable contract sold by prospectus). You should check with your insurance company representative to determine if you are only covered in part or not at all.**

**Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

**The New Jersey Life and Health Insurance Guaranty Association  
One Gateway Center, 7th Floor  
Newark, NJ 07102**

**State of New Jersey Department of Insurance  
20 West State Street CN-25  
Trenton, NJ 08625**

The state law that provides for this safety-net coverage is called the New Jersey Life and Health Insurance Guaranty Association Act, N.J.S.A. 17B: 32A-1, et seq. (the "Act").

**COVERAGE.** The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in New Jersey and hold a life, health or long-term care insurance contract, annuity contract, or if they are insured under a group insurance contract issued by a member insurer.

The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

**EXCLUSIONS FROM COVERAGE.** However, persons holding such policies are not protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state, whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in that State;
- the policy is issued by an organization which is not a member of the New Jersey Life and Health Guaranty Association.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate as more fully described in Section 3 of the Act;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

**LIMITS ON AMOUNT OF COVERAGE.** The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract.

With respect to any one insured individual, regardless of the number of policies or contracts, the Association will pay not more than \$500,000 in life insurance death benefits and present value annuity benefits, including net cash surrender and net cash withdrawal values. Within this overall limit, the Association will not pay more than \$100,000 in cash surrender values for life insurance, \$100,000 in cash surrender values for annuity benefits, \$500,000 in life insurance death benefits or \$500,000 in present value of annuities--again no matter how many different types of coverages.

The Association will not pay more than \$2,000,000 in benefits to any one contractholder under any one unallocated annuity contract.

There are no limits on the benefits the Association will pay with respect to any one group, blanket or individual accident and health insurance policy.

AMENDMENT TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000010031221

ISSUED TO: Trump Casinos Resorts

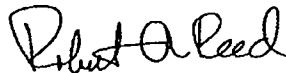
It is agreed that the above policy be amended effective: October 1, 2003

The Grace Period Section shown on form GL1101-7 99 is amended to read as follows:

A grace period of 60 days from the due date will be allowed for the payment of each premium after the first. The Policy will remain in effect during the grace period; unless the Group Policyholder gives the Company advance written notice of termination. The Group Policyholder will remain liable for payment of a pro rata premium for the time this Policy remained in force during the grace period.

The provisions and conditions set forth on any page hereof are a part of this amendment as fully as if recited over the signature hereto affixed. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

Jefferson Pilot Financial Insurance Company



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Officer of the Company

GL1100 AMEND.